

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

**JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.) f/k/a John Hancock
Life Insurance Company**

Plaintiff,

V.

**THE ESTATE OF JENNIFER LAUREN
WHEATLEY, et al.**

Defendants.

Case No. 4:18-CV-02869

ORDER DENYING THE ESTATE OF JENNIFER LAUREN WHEATLEY’S
MOTION AND MEMORANDUM IN SUPPORT OF
DETERMINATION OF CHOICE OF LAW

CAME ON FOR CONSIDERATION in the above-styled and numbered case (the “*Litigation*”) Defendants the Estate of Jennifer Lauren Wheatley and Louis Anthony Wheatley Administrator of the Estate of Jennifer Lauren Wheatley, Deceased’s (collectively, the “Estate”) Motion and Memorandum in Support of Determination of Choice of Law (the “Motion”) (ECF 115).

The Court, having considered the ***Motion***; and Plaintiff John Hancock Life Insurance Company (U.S.A.) f/k/a John Hancock Life Insurance Company (“John Hancock”) partial opposition, any response or reply briefs, exhibits, and attachments; the record in the Litigation, other pertinent documents, and any pertinent statutory or case law, rules, regulations, or other materials, finds that the ***Motion*** has no merit. It is, therefore, ordered that:

Defendants the Estate of Jennifer Lauren Wheatley and Louis Anthony Wheatley Administrator of the Estate of Jennifer Lauren Wheatley, Deceased's (collectively, the "Estate") Motion and Memorandum in Support of Determination of Choice of Law is GRANTED in part and DENIED in part. The Court finds that Texas law should apply to the Estate's breach of contract and negligence claims. The Court further finds that request to apply Massachusetts law to its consumer protection claims is premature.

SO ORDERED this ____ day of _____ 2020.

UNITED STATES DISTRICT JUDGE